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UNITED STATES OF AMERICA
10

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 CARLOS CORONA, et al.,

17 Defendants.
18

No. 2:23-cr-00429-JFW-9

PLEA AGREEMENT FOR DEFENDANT
KAREN VANESSA MARTINEZ

19 1. This constitutes the plea agreement between KAREN VANESSA
20 MARTINEZ ("defendant") and the United States Attorney's Office for
21 the Central District of California (the "USAO") in the above-
22 captioned case. This agreement is limited to the USAO and cannot
23 bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to/that:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to count thirty-three

1 of the indictment in United States v. CARLOS CORONA, et al., No.
2 2:23-cr-00429-JFW-9, which charges defendant with Laundering of
3 Monetary Instruments, in violation of 18 U.S.C. §§ 1956(a)(1)(B)(i),
4 2(a), 2(b).

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered
9 for service of sentence, obey all conditions of any bond, and obey
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be
12 excluded for sentencing purposes under United States Sentencing
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessment at or before the
18 time of sentencing unless defendant has demonstrated a lack of
19 ability to pay such assessments.

20 h. Any and all criminal debt ordered by the Court will be
21 due in full and immediately. The government is not precluded from
22 pursuing, in excess of any payment schedule set by the Court, any and
23 all available remedies by which to satisfy defendant's payment of the
24 full financial obligation, including referral to the Treasury Offset
25 Program.

26 i. Complete the Financial Disclosure Statement on a form
27 provided by the USAO and, within 30 days of defendant's entry of a
28 guilty plea, deliver the signed and dated statement, along with all

1 of the documents requested therein, to the USAO by either email at
2 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
3 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
4 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
5 criminal debt shall be assessed based on the completed Financial
6 Disclosure Statement and all required supporting documents, as well
7 as other relevant information relating to ability to pay.

8 j. Authorize the USAO to obtain a credit report upon
9 returning a signed copy of this plea agreement.

10 k. Consent to the USAO inspecting and copying all of
11 defendant's financial documents and financial information held by the
12 United States Probation and Pretrial Services Office.

13 THE USAO'S OBLIGATIONS

14 3. The USAO agrees to:

15 a. Not contest facts agreed to in this agreement.

16 b. Abide by all agreements regarding sentencing contained
17 in this agreement.

18 c. At the time of sentencing, move to dismiss the
19 remaining counts of the indictment as against defendant. Defendant
20 agrees, however, that at the time of sentencing the Court may
21 consider any dismissed charges in determining the applicable
22 Sentencing Guidelines range, the propriety and extent of any
23 departure from that range, and the sentence to be imposed.

24 d. At the time of sentencing, provided that defendant
25 demonstrates an acceptance of responsibility for the offense up to
26 and including the time of sentencing, recommend a two-level reduction
27 in the applicable Sentencing Guidelines offense level, pursuant to
28

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSE

4 4. Defendant understands that for defendant to be guilty of
5 the crime charged in count thirty-three, that is, Laundering of
6 Monetary Instruments, in violation of Title 18, United States Code,
7 Section 1956(a)(1)(B)(i), the following must be true:

8 a. First, defendant conducted a financial transaction
9 involving property that represented the proceeds of Bank Fraud, in
10 violation of Title 18, United States Code, Section 1344(1);

11 b. Second, defendant knew that the property represented
12 the proceeds of some form of unlawful activity; and

13 c. Third, defendant knew that the transaction was
14 designed in whole or in part to conceal or disguise the nature,
15 location, source, ownership, or control of the proceeds.

16 A "financial transaction" is a transaction involving: (1) the
17 movement of funds by wire or other means that affects interstate or
18 foreign commerce in any way; (2) one or more monetary instruments
19 that affects interstate or foreign commerce in any way; or (3) the
20 use of a financial institution that is engaged in or the activities
21 of which affect interstate or foreign commerce in any way.

22 5. Defendant understands that for defendant to be guilty of
23 aiding and abetting the Laundering of Monetary Instruments, as
24 charged in count thirty-three, in violation of 18 U.S.C. §§
25 1956(a)(1)(b)(i) and 2(a), the following must be true:

26 a. First, someone else committed the Laundering of
27 Monetary Instruments;

1 b. Second, defendant aided, counseled, commanded,
2 induced, or procured that person with respect to at least one element
3 of the Laundering of Monetary Instruments;

4 c. Third, defendant acted with the intent to facilitate
5 the Laundering of Monetary Instruments; and

6 d. Fourth, defendant acted before the crime was
7 completed.

8 6. Defendant further understands that defendant may be found
9 guilty of aiding and abetting the Laundering of Monetary Instruments,
10 as charged in count thirty-three, in violation of 18 U.S.C. §§
11 1956(a)(1)(b)(i) and 2(b), even if defendant did not personally
12 commit the acts constituting the crime if defendant willfully caused
13 an act to be done that if directly performed by her would constitute
14 the crime of Laundering of Monetary Instruments. If defendant puts
15 in motion or causes the commission of an indispensable element of the
16 crime of Laundering of Monetary Instruments, she may be found guilty
17 as if she had committed this element herself.

18 7. Defendant understands that for an individual to be guilty
19 of Bank Fraud, in violation of Title 18, United States Code, Section
20 1344(1), the following must be true:

21 a. First, the individual knowingly executed or attempted
22 to execute a scheme to defraud a financial institution of something
23 of value;

24 b. Second, that the statements made as part of the scheme
25 were material; that is, they had a natural tendency to influence, or
26 were capable of influencing, a person to part with money or property;

27 c. Third, the individual did so with the intent to
28 defraud the financial institution; and

1 d. Fourth, the financial institution was insured by the
2 Federal Deposit Insurance Corporation.

3 A "scheme to defraud" means any deliberate plan of action or
4 course of conduct by which someone intends to deceive or cheat, in
5 other words to deprive the victim of money or property by means of
6 deception. It is not necessary for the government to prove that a
7 financial institution was the only or sole victim of the scheme to
8 defraud. It is also not necessary for the government to prove that
9 the individual was actually successful in defrauding any financial
10 institution. Finally, it is not necessary for the government to
11 prove that any financial institution lost any money or property as a
12 result of the scheme to defraud.

13 An "intent to defraud" means to act willfully and with the
14 specific intent to deceive and cheat.

15 PENALTIES AND RESTITUTION

16 8. Defendant understands that the statutory maximum sentence
17 that the Court can impose for a violation of Title 18, United States
18 Code, Section 1956(a)(1)(B)(i), is: 20 years' imprisonment; a 5-year
19 period of supervised release; a fine of \$500,000 or twice the gross
20 gain or gross loss resulting from the offense, whichever is greatest;
21 and a mandatory special assessment of \$100.

22 9. Defendant understands that defendant will be required to
23 pay full restitution to the victims of the offense to which defendant
24 is pleading guilty. Defendant agrees that, in return for the USAO's
25 compliance with its obligations under this agreement, the Court may
26 order restitution to persons other than the victims of the offense to
27 which defendant is pleading guilty and in amounts greater than those
28 alleged in the count to which defendant is pleading guilty. In

1 particular, defendant agrees that the Court may order restitution to
2 any victim of any of the following for any losses suffered by that
3 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
4 § 1B1.3, in connection with the offense to which defendant is
5 pleading guilty; and (b) any counts dismissed pursuant to this
6 agreement as well as all relevant conduct, as defined in U.S.S.G. §
7 1B1.3, in connection with those counts. The parties currently
8 believe that the applicable amount of restitution is approximately
9 \$197,299.50, but recognize and agree that this amount could change
10 based on facts that come to the attention of the parties prior to
11 sentencing.

12 10. Defendant understands that supervised release is a period
13 of time following imprisonment during which defendant will be subject
14 to various restrictions and requirements. Defendant understands that
15 if defendant violates one or more of the conditions of any supervised
16 release imposed, defendant may be returned to prison for all or part
17 of the term of supervised release authorized by statute for the
18 offense that resulted in the term of supervised release, which could
19 result in defendant serving a total term of imprisonment greater than
20 the statutory maximum stated above.

21 11. Defendant understands that, by pleading guilty, defendant
22 may be giving up valuable government benefits and valuable civic
23 rights, such as the right to vote, the right to possess a firearm,
24 the right to hold office, and the right to serve on a jury.
25 Defendant understands that she is pleading guilty to a felony and
26 that it is a federal crime for a convicted felon to possess a firearm
27 or ammunition. Defendant understands that the conviction in this
28 case may also subject defendant to various other collateral

1 consequences, including but not limited to revocation of probation,
2 parole, or supervised release in another case and suspension or
3 revocation of a professional license. Defendant understands that
4 unanticipated collateral consequences will not serve as grounds to
5 withdraw defendant's guilty plea.

6 12. Defendant understands that, if defendant is not a United
7 States citizen, the felony conviction in this case may subject
8 defendant to: removal, also known as deportation, which may, under
9 some circumstances, be mandatory; denial of citizenship; and denial
10 of admission to the United States in the future. The Court cannot,
11 and defendant's attorney also may not be able to, advise defendant
12 fully regarding the immigration consequences of the felony conviction
13 in this case. Defendant understands that unexpected immigration
14 consequences will not serve as grounds to withdraw defendant's guilty
15 plea.

16 FACTUAL BASIS

17 13. Defendant admits that defendant is, in fact, guilty of the
18 offense to which defendant is agreeing to plead guilty. Defendant
19 and the USAO agree to the statement of facts provided below and agree
20 that this statement of facts is sufficient to support a plea of
21 guilty to the charge described in this agreement and to establish the
22 Sentencing Guidelines factors set forth in paragraph 15 below but is
23 not meant to be a complete recitation of all facts relevant to the
24 underlying criminal conduct or all facts known to either party that
25 relate to that conduct.

26 a. Beginning no later than October 14, 2020, and
27 continuing through at least August 18, 2023, in Los Angeles County
28 and Orange County, within the Central District of California, and

1 elsewhere, defendant conspired and agreed with co-defendants CARLOS
2 CORONA, JOSE LUIS EDEZA JR., JOHN WESLEY BESS JR., RICARDO OCHOA JR.,
3 SAULO SOLARES, CARLOS LUIZ ARELLANO, SOFIA GENESIS ALVAREZ, VANESSA
4 CORTES ARZATE, and RICARDO WILFREDO NICHOLSON (collectively, the "CO-
5 CONSPIRATORS"), to knowingly and intentionally commit bank fraud.
6 Specifically, defendant and the CO-CONSPIRATORS agreed to knowingly
7 execute a scheme to fraudulently obtain money owned by Bank of
8 America, N.A. ("BOA"), Citibank, N.A. ("Citi"), Wells Fargo, N.A.
9 ("WFB"), JP Morgan Chase Bank ("Chase"), U.S. Bancorp ("USB"),
10 Kinecta Federal Credit Union ("Kincta"), Navy Federal Credit Union
11 ("NFCU"), and SchoolsFirst Federal Credit Union ("SchoolsFirst")
12 (collectively, the "Financial Institutions"), through materially
13 false and fraudulent pretenses, representations, and promises.
14 Defendant joined this conspiracy knowing of this object and intending
15 to help accomplish it.

16 b. At all times during the conspiracy, BOA, Citi, WFB,
17 Chase, USB, Kincta, NFCU, and SchoolsFirst were financial
18 institutions insured by the Federal Deposit Insurance Corporation
19 ("FDIC").

20 c. In furtherance of the conspiracy, co-defendant SOLARES
21 and others stole checks from the U.S. mail, including from mailboxes
22 and post office mail collection boxes located outside of U.S. Post
23 Office locations. Co-defendants CORONA, EDEZA, BESS, and OCHOA, and
24 other co-conspirators, would then take possession of the checks that
25 co-defendant SOLARES and others stole.

26 d. In furtherance of the conspiracy, defendant and co-
27 defendants CORONA, EDEZA, BESS, OCHOA, ARELLANO, ALVAREZ, CORTES
28 ARZATE, and NICHOLSON, and other co-conspirators, solicited bank

1 account holders through social media to provide their debit cards and
2 bank account information to defendant and her co-conspirators. In
3 return, defendant and her co-conspirators promised these account
4 holders a cut of any fraudulent funds deposited into their accounts.
5 To circumvent the fraud protections of the Financial Institutions,
6 defendant and her co-conspirators specifically requested bank
7 accounts that had been open for a certain amount of time so that co-
8 conspirators could get access to the stolen funds more quickly. Once
9 bank account holders responded to the advertisements via social media
10 and provided the information requested in the advertisements,
11 including bank account numbers, PIN numbers, and online banking log-
12 in information, defendant and co-defendants CORONA, EDEZA, BESS,
13 OCHOA, ARELLANO, ALVAREZ, CORTES ARZATE, and NICHOLSON also took
14 physical possession of the account holders' debit cards. Defendant
15 and her co-conspirators then exchanged the debit cards and bank
16 account information obtained from the bank account holders with each
17 other.

18 e. In furtherance of the conspiracy, co-defendants
19 CORONA, EDEZA, BESS, and OCHOA, and other co-conspirators, deposited
20 the stolen checks into the bank accounts that had been sourced by
21 defendant and other co-conspirators. In most cases, the stolen
22 checks were falsely endorsed in the original payee's name. In doing
23 so, the co-conspirators falsely represented that they were the payees
24 on the checks and were entitled to the funds and concealed that they
25 were not the payees on the stolen checks and that they were not
26 authorized to deposit the checks or receive the payees' funds. In
27 some cases, the checks were washed or altered to make the payee the
28

1 name of the owner of the bank account into which the checks were
2 being deposited.

3 f. In furtherance of the conspiracy, after the stolen
4 checks were deposited into the bank accounts described above, co-
5 defendants CORONA, EDEZA, BESS, and OCHOA, and other co-conspirators,
6 rapidly depleted the fraudulently deposited funds from the account
7 holders' accounts by making cash withdrawals, electronic transfers,
8 and/or debit card purchases.

9 g. Throughout the course of the conspiracy, to conceal
10 the fraud, defendant and her co-conspirators instructed account
11 holders to claim that their accounts had been compromised if
12 contacted by the Financial Institutions about the fraudulent
13 deposits.

14 h. Also in furtherance of the conspiracy, defendant and
15 her co-conspirators committed at least the following acts:

16 i. On December 17, 2020, defendant sent co-defendant
17 BESS an Instagram direct message stating that she was going to give
18 the bank accounts that she had recruited to co-defendant BESS to
19 deposit checks into because co-defendant CORONA was on vacation.

20 ii. On March 9, 2021, in response to defendant's
21 Instagram direct message stating that it was "time to start
22 scamming," co-defendant BESS said that he "hate[d] regular jobs."

23 iii. On March 11, 2021, defendant sent co-defendant
24 BESS an Instagram direct message stating, "Free Money Babes for me."

25 iv. On March 25, 2022, defendant posted an Instagram
26 story depicting WFB debit cards and inviting followers to direct
27 message her if they had WFB debit cards to use in the fraudulent
28 scheme.

1 v. On June 7, 2023, defendant posted an Instagram
2 story stating that she was "picking up cards all day" and would split
3 proceeds "50/50" and inviting followers to direct message her if they
4 had debit cards from WFB, Chase, BOA, Bank of the West, Citi, USB,
5 any credit union, or any bank account for at least six months.

6 vi. On June 15, 2023, defendant posted an Instagram
7 story depicting a stack of cash and inviting followers to direct
8 message her if they "want to make some cash and have a bank account
9 over 2 years [old]" or if they brought her an account.

10 **Accountholder UC-1**

11 vii. On November 9, 2021, in response to an undercover
12 law enforcement officer's ("UC-1") Instagram direct message stating
13 that UC-1 had a WFB account that was six years old, defendant
14 explained that "it's basically about depositing checks into accounts
15 and when it's done we split the money" and that, for example, UC-1
16 would make \$6,000 if the co-conspirators deposited a \$20,000 check
17 into UC-1's account.

18 viii. On November 15, 2021, defendant messaged UC-
19 1 via Instagram and arranged for a co-conspirator to meet UC-1 on
20 November 17, 2021, at a location on North Alameda Street in Los
21 Angeles, California ("Alameda Street Address"), in order to pick up
22 UC-1's WFB debit card.

23 ix. On November 17, 2021, defendant sent UC-1 an
24 Instagram direct message stating that a man driving a light green
25 Toyota Prius would be meeting UC-1.

26 x. On November 17, 2021, defendant sent UC-1 an
27 Instagram direct message stating that the man was outside the Alameda
28 Street Address.

1 xi. On November 17, 2021, Co-Conspirator 2 arrived at
2 the Alameda Street Address in a light green Toyota Prius, and UC-1
3 gave Co-Conspirator 2 an undercover WFB debit card ending in 3320
4 ("WFB Card 3320").

5 xii. On November 17, 2021, in Instagram direct
6 messages, defendant asked UC-1 why WFB Card 3320 said "customer since
7 2021," and requested the PIN number for the card.

8 xiii. On November 17, 2021, co-defendant CORONA
9 tried to use WFB Card 3320 at a WFB ATM in Gardena, California.

10 xiv. On November 18, 2021, defendant sent UC-1 an
11 Instagram direct message asking UC-1 to confirm the PIN number for
12 WFB Card 3320.

13 xv. On November 18, 2021, defendant told UC-1 in an
14 Instagram direct voice message that "he" tried to use WFB Card 3320
15 the previous day but the card did not work and that "he" would try to
16 use WFB Card 3320 again that night.

17 xvi. On November 18, 2021, co-defendant CORONA
18 attempted to use WFB Card 3320 at a WFB ATM in Gardena, California.

19 xvii. On November 18, 2021, defendant sent UC-1 an
20 Instagram direct message with a photograph of a WFB ATM screen, which
21 defendant explained "sa[id] invalid card."

22 **Accountholder E.P. (WFB Account 6740)**

23 xviii. On February 28, 2021, using Instagram direct
24 messages, co-defendants CORONA and SOLARES arranged for a co-
25 conspirator to get stolen checks from co-defendant SOLARES to give to
26 co-defendant CORONA, which included check no. 1162 from B.A.P.
27 payable to R.A. in the amount of \$6,767.

28 xix. On March 3, 2021, in response to defendant's

1 Instagram direct message stating that she was going to bring debit
2 cards to him, co-defendant CORONA confirmed he was around.

3 xx. On March 3, 2021, defendant delivered WFB Card
4 4140 to co-defendant CORONA.

5 xxi. On March 3, 2021, using Instagram direct
6 messages, defendant sent co-defendant CORONA the name of E.P.,
7 "Wells," and the four-digit PIN number for WFB Card 4140.

8 xxii. On March 3, 2021, co-defendant CORONA
9 deposited check no. 1162 into WFB Account 6740 using WFB Card 4140 at
10 an ATM in Compton, California.

11 xxiii. On March 4, 2021, in response to defendant's
12 Instagram direct message requesting it, co-defendant CORONA sent a
13 photograph depicting an ATM receipt documenting that he had deposited
14 check no. 1162 into WFB Account 6740.

15 xxiv. On March 9, 2021, using Instagram direct
16 messages, defendant sent co-defendant CORONA a screenshot from the
17 WFB app showing that WFB Account 6740 had a balance of \$6,761.57.

18 **Accountholder J.N.T. (WFB Account 6295)**

19 xxv. On April 7, 2021, using Instagram direct
20 messages, defendant and co-defendant CORONA arranged for a co-
21 conspirator to pick up WFB Card 6862 from J.N.T.

22 xxvi. On April 7, 2021, defendant sent an
23 Instagram direct message to co-defendant CORONA with the four-digit
24 PIN number for WFB Card 6862.

25 xxvii. On April 7, 2021, co-defendant CORONA
26 deposited check no. 210895 from F.K. payable to V., Inc. in the
27 amount of \$18,967.50 into WFB Account 6295 using WFB Card 6862 at an
28 ATM in Compton, California.

xxviii. On April 7, 2021, using Instagram direct messages, co-defendant CORONA sent defendant a photograph depicting WFB Card 6862 and an ATM receipt documenting the deposit of check no. 210895 into WFB Account 6295.

xxix. On April 8, 2021, using Instagram direct messages, defendant sent co-defendant CORONA a screenshot from WFB Account 6295 showing an available balance of \$18,573.66, which indicated that check no. 210895 had cleared in WFB Account 6295.

xxx. On April 8, 2021, co-defendant CORONA withdrew \$2,500 in cash from WFB Account 6295 at an ATM in South Gate, California.

xxxi. On April 8, 2021, in response to co-defendant CORONA's Instagram direct message with a photograph depicting, among other things, a partially redacted ATM receipt documenting the April 8, 2021, withdrawal of \$2,500 from WFB Account 6295 and a stack of \$100 bills, defendant said, "Sheeesh good day."

Accountholder J.L.P. (WFB Account 1858)

xxxii. On or before June 2, 2021, defendant caused WFB Card 6729 to be delivered to co-defendant CORONA.

xxxiii. On June 11, 2021, using Instagram direct messages, defendant sent co-defendant CORONA a list of PIN numbers and the name of J.L.P., "Wells," and the four-digit PIN number for WFB Card 6729.

xxxiv. On June 14, 2021, co-defendant CORONA deposited check no. 1249 from A.C. payable to H.W. in the amount of \$16,025.53 into WFB Account 1858 using WFB Card 6729 at an ATM in Inglewood, California.

xxxv. On June 14, 2021, using Instagram direct

1 messages, co-defendant CORONA sent defendant a photograph depicting
2 the deposit of check no. 1249 into WFB Account 1858.

3 xxxvi. On June 25, 2021, co-defendant CORONA
4 withdrew \$2,500 in cash from WFB Account 1858 at an ATM in Downey,
5 California.

6 i. Defendant admits that by engaging in the conduct and
7 acts described above: (1) she knowingly executed and participated in
8 a scheme to defraud the Financial Institutions of money; and (2) she
9 did so with the intent to defraud the Financial Institutions.

10 Defendant also admits that by engaging in the conduct and acts
11 described above, her co-conspirators unlawfully obtained money from
12 the Financial Institutions through false and fraudulent pretenses,
13 statements, and representations, which had the natural tendency to
14 influence the Financial Institutions to part with money.

15 j. Defendant admits that over the course of the
16 conspiracy, she: (1) attempted and intended to cause a loss of at
17 least \$1,489,381.68 to several of the Financial Institutions; and (2)
18 caused an actual loss of \$197,299.50 to Wells Fargo.

19 k. Lastly, defendant admits that on April 8, 2021, in Los
20 Angeles County, defendant and co-defendant CORONA, each aiding and
21 abetting the other: (1) conducted a financial transaction affecting
22 interstate and foreign commerce; (2) knowing that the property
23 involved in the financial transaction represented the proceeds of
24 bank fraud, in violation of Title 18, United States Code, Section
25 1344; and (3) knowing that the transaction was designed to conceal
26 and disguise the nature, location, source, and ownership of such
27 proceeds.

1 i. Specifically, on April 7, 2021, co-defendant
2 CORONA committed bank fraud by depositing check no. 210895 from V.,
3 Inc., which was stolen, in the amount of \$18,967.50 into WFB Account
4 6295 using WFB Card 6862 at an ATM in Compton, California. On April
5 8, 2021, co-defendant CORONA withdrew \$2,500 in cash from WFB Account
6 6295 at an ATM in Los Angeles, knowing that this cash represented the
7 proceeds of bank fraud and that the withdrawal was designed to
8 conceal and disguise the nature, location, source, and ownership of
9 the proceeds.

10 ii. Prior to co-defendant CORONA depositing check no.
11 210895 into WFB Account 6295 and withdrawing \$2,500 in cash from WFB
12 Account 6295, defendant solicited the actual account holder of WFB
13 Account 6295 (the "Account Holder") through Instagram and asked the
14 Account Holder to provide the debit card and bank account information
15 for WFB Account 6295. Once the Account Holder provided defendant
16 with the debit card and bank account information, defendant provided
17 the debit card and bank account information to co-defendant CORONA so
18 that co-defendant CORONA could deposit stolen checks, like check no.
19 210895, into WFB Account 6295 and make unlawful cash withdrawals,
20 like the above-described \$2,500 withdrawal on April 8, 2021.

21 iii. Defendant admits that by engaging in the conduct
22 described above: (1) co-defendant Corona committed the crime of
23 Laundering of Monetary Instruments, in violation of 18 U.S.C. §
24 1956(a)(1)(B)(i), as charged in count thirty-three of the indictment;
25 (2) defendant aided co-defendant CORONA with respect to at least one
26 element of the Laundering of Monetary Instruments; (3) defendant
27 acted with the intent to facilitate co-defendant CORONA's Laundering
28 of Monetary Instruments; and (4) defendant acted before the crime was

complete. Defendant further admits that with respect to count thirty-three of the indictment, the amount of money laundered was \$2,500.

SENTENCING FACTORS

14. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

15. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:

7	U.S.S.G. §§ 2S1.1(a)(1), 2B1.1(a)(1)
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More than \$550,000 of Loss:	+14	U.S.S.G. § 2B1.1(b)(1)(H)
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Specific Offense
Characteristics:

Conviction Under 18 U.S.C. § 1956:	+2	U.S.S.G. § 2S1.1(b)(2)(B)
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Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

1 16. Defendant understands that there is no agreement as to
2 defendant's criminal history or criminal history category.

3 17. Defendant and the USAO reserve the right to argue for a
4 sentence outside the sentencing range established by the Sentencing
5 Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1),
6 (a)(2), (a)(3), (a)(6), and (a)(7).

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 18. Defendant understands that by pleading guilty, defendant
9 gives up the following rights:

10 a. The right to persist in a plea of not guilty.

11 b. The right to a speedy and public trial by jury.

12 c. The right to be represented by counsel -- and if
13 necessary have the Court appoint counsel -- at trial. Defendant
14 understands, however, that, defendant retains the right to be
15 represented by counsel -- and if necessary have the Court appoint
16 counsel -- at every other stage of the proceeding.

17 d. The right to be presumed innocent and to have the
18 burden of proof placed on the government to prove defendant guilty
19 beyond a reasonable doubt.

20 e. The right to confront and cross-examine witnesses
21 against defendant.

22 f. The right to testify and to present evidence in
23 opposition to the charges, including the right to compel the
24 attendance of witnesses to testify.

25 g. The right not to be compelled to testify, and, if
26 defendant chose not to testify or present evidence, to have that
27 choice not be used against defendant.

1 h. Any and all rights to pursue any affirmative defenses,
2 Fourth Amendment or Fifth Amendment claims, and other pretrial
3 motions that have been filed or could be filed.

4 WAIVER OF APPEAL OF CONVICTION

5 19. Defendant understands that, with the exception of an appeal
6 based on a claim that defendant's guilty plea was involuntary, by
7 pleading guilty defendant is waiving and giving up any right to
8 appeal defendant's conviction on the offense to which defendant is
9 pleading guilty. Defendant understands that this waiver includes,
10 but is not limited to, arguments that the statute to which defendant
11 is pleading guilty is unconstitutional, and any and all claims that
12 the statement of facts provided herein is insufficient to support
13 defendant's plea of guilty.

14 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

15 20. Defendant agrees that, provided the Court imposes a term of
16 imprisonment within or below the range corresponding to an offense
17 level of 20 and the criminal history category calculated by the
18 Court, defendant gives up the right to appeal all of the following:
19 (a) the procedures and calculations used to determine and impose any
20 portion of the sentence; (b) the term of imprisonment imposed by the
21 Court; (c) the fine imposed by the Court, provided it is within the
22 statutory maximum; (d) to the extent permitted by law, the
23 constitutionality or legality of defendant's sentence, provided it is
24 within the statutory maximum; (e) the amount and terms of any
25 restitution order, provided it requires payment of no more than
26 \$197,299.50; (f) the term of probation or supervised release imposed
27 by the Court, provided it is within the statutory maximum; and
28 (g) any of the following conditions of probation or supervised

1 release imposed by the Court: the conditions set forth in Second
2 Amended General Order 20-04 of this Court; the drug testing
3 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
4 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

5 21. The USAO agrees that, provided (a) all portions of the
6 sentence are at or below the statutory maximum specified above and
7 (b) the Court imposes a term of imprisonment within or above the
8 range corresponding to an offense level of 20 and the criminal
9 history category calculated by the Court. The USAO gives up its
10 right to appeal any portion of the sentence, with the exception that
11 the USAO reserves the right to appeal the following: (a) the amount
12 of restitution ordered if that amount is less than \$197,299.50.

13 RESULT OF WITHDRAWAL OF GUILTY PLEA

14 22. Defendant agrees that if, after entering a guilty plea
15 pursuant to this agreement, defendant seeks to withdraw and succeeds
16 in withdrawing defendant's guilty plea on any basis other than a
17 claim and finding that entry into this plea agreement was
18 involuntary, then (a) the USAO will be relieved of all of its
19 obligations under this agreement; and (b) should the USAO choose to
20 pursue any charge that was either dismissed or not filed as a result
21 of this agreement, then (i) any applicable statute of limitations
22 will be tolled between the date of defendant's signing of this
23 agreement and the filing commencing any such action; and
24 (ii) defendant waives and gives up all defenses based on the statute
25 of limitations, any claim of pre-indictment delay, or any speedy
26 trial claim with respect to any such action, except to the extent
27 that such defenses existed as of the date of defendant's signing this
28 agreement.

1 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

2 23. Defendant agrees that if the count of conviction is
3 vacated, reversed, or set aside, both the USAO and defendant will be
4 released from all their obligations under this agreement.

5 EFFECTIVE DATE OF AGREEMENT

6 24. This agreement is effective upon signature and execution of
7 all required certifications by defendant, defendant's counsel, and an
8 Assistant United States Attorney.

9 BREACH OF AGREEMENT

10 25. Defendant agrees that if defendant, at any time after the
11 signature of this agreement and execution of all required
12 certifications by defendant, defendant's counsel, and an Assistant
13 United States Attorney, knowingly violates or fails to perform any of
14 defendant's obligations under this agreement ("a breach"), the USAO
15 may declare this agreement breached. All of defendant's obligations
16 are material, a single breach of this agreement is sufficient for the
17 USAO to declare a breach, and defendant shall not be deemed to have
18 cured a breach without the express agreement of the USAO in writing.
19 If the USAO declares this agreement breached, and the Court finds
20 such a breach to have occurred, then: (a) if defendant has previously
21 entered a guilty plea pursuant to this agreement, defendant will not
22 be able to withdraw the guilty plea, and (b) the USAO will be
23 relieved of all its obligations under this agreement.

24 26. Following the Court's finding of a knowing breach of this
25 agreement by defendant, should the USAO choose to pursue any charge
26 that was either dismissed or not filed as a result of this agreement,
27 then:
28

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by
10 defendant, under oath, at the guilty plea hearing (if such a hearing
11 occurred prior to the breach); (ii) the agreed to factual basis
12 statement in this agreement; and (iii) any evidence derived from such
13 statements, shall be admissible against defendant in any such action
14 against defendant, and defendant waives and gives up any claim under
15 the United States Constitution, any statute, Rule 410 of the Federal
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
17 Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are
19 inadmissible.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 27. Defendant understands that the Court and the United States
23 Probation and Pretrial Services Office are not parties to this
24 agreement and need not accept any of the USAO's sentencing
25 recommendations or the parties' agreements to facts or sentencing
26 factors.

27 28. Defendant understands that both defendant and the USAO are
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the
2 Court, (b) correct any and all factual misstatements relating to the
3 Court's Sentencing Guidelines calculations and determination of
4 sentence, and (c) argue on appeal and collateral review that the
5 Court's Sentencing Guidelines calculations and the sentence it
6 chooses to impose are not error, although each party agrees to
7 maintain its view that the calculations in paragraph 15 are
8 consistent with the facts of this case. While this paragraph permits
9 both the USAO and defendant to submit full and complete factual
10 information to the United States Probation and Pretrial Services
11 Office and the Court, even if that factual information may be viewed
12 as inconsistent with the facts agreed to in this agreement, this
13 paragraph does not affect defendant's and the USAO's obligations not
14 to contest the facts agreed to in this agreement.

15 29. Defendant understands that even if the Court ignores any
16 sentencing recommendation, finds facts or reaches conclusions
17 different from those agreed to, and/or imposes any sentence up to the
18 maximum established by statute, defendant cannot, for that reason,
19 withdraw defendant's guilty plea, and defendant will remain bound to
20 fulfill all defendant's obligations under this agreement. Defendant
21 understands that no one -- not the prosecutor, defendant's attorney,
22 or the Court -- can make a binding prediction or promise regarding
23 the sentence defendant will receive, except that it will be within
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 30. Defendant understands that, except as set forth herein,
27 there are no promises, understandings, or agreements between the USAO
28 and defendant or defendant's attorney, and that no additional

promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Alexandra Michael for
SARAH E. SPIELBERGER
Assistant United States Attorney

5/8/2024
Date

Signature: Karen Martinez
KAREN VANESSA MARTINEZ
Defendant Email: [REDACTED]

08/05/24
Date

[Signature]
RICHARD W. RAYNOR
Attorney for Defendant KAREN
VANESSA MARTINEZ

May 8, 2024
Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

Signature: Karen Martinez
 KAREN VANESSA MARTINEZ
 Defendant Email: [REDACTED]

08/05/24

Date

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///

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am KAREN VANESSA MARTINEZ's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



RICHARD W. RAYNOR
Attorney for Defendant KAREN
VANESSA MARTINEZ

May 8, 2024

Date